

REQUEST FOR PROPOSAL #2006-005

to

**Update, Revise, and Expand the
DESIGN REVIEW GUIDELINES
for the
RESIDENTIAL AND COMMERCIAL
HISTORIC DISTRICTS
IN THE CITY OF LYNCHBURG**

ISSUED BY

THE COMMONWEALTH OF VIRGINIA

**Department of Historic Resources (DHR)
Administrative Services Division
10 Courthouse Avenue
Petersburg, Virginia 23803**

**REQUEST FOR PROPOSAL
RFP #2006-005**

Issue Date: Monday, April 10, 2006

Title: Update, Revise, and Expand the Residential Historic Districts Design Guidelines and the Commercial Historic Districts Design Guidelines for the City of Lynchburg

Commodity Code: 90700

Issuing Agency: Commonwealth of Virginia
Department of Historic Resources
Administrative Services Division
10 Courthouse Avenue
Petersburg, Virginia 23803

Location Where Work Will Be Performed: City of Lynchburg, Virginia

Period of Contract: From: Date of Award through Friday, June 15, 2007.

Sealed Proposals will be received until **11:00 AM, Friday, May 5, 2006**, for furnishing the services described herein.

All inquiries for information should be directed to:

Ms. Melissa Lawrence
Procurement Officer
Department of Historic Resources
10 Courthouse Avenue
Petersburg, VA 23803
Phone number: (804) 863-1681

PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:

Ms. Melissa Lawrence
Procurement Officer
Department of Historic Resources
10 Courthouse Avenue
Petersburg, VA 23803
Phone number: (804) 863-1681

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby

incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____ Zip Code _____

FEI/FIN NO: _____

E-mail: _____

Dunn and Bradstreet No. : _____

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Phone No. _____

Fax No. _____

Size of Business (check one): ☐ Small

☐ Large

Minority-Owned (check one): ☐ Yes

☐ No

Women-Owned (check one): ☐ Yes

☐ No

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation, for the purchase of services to update, revise, and expand the two existing design review guidelines documents for the City of Lynchburg (hereinafter referred to as the City), by the Commonwealth of Virginia's Department of Historic Resources (DHR). The Residential Historic Districts Design Guidelines and the Commercial Historic Districts Design Guidelines were first prepared for the City in 1986, with slight modifications to the Commercial Guidelines in 1991. These guidelines are used by the City's Historic Preservation Commission when reviewing proposed alterations to properties within the boundaries of the established local historic districts.

II. BACKGROUND:

Since the initial preparation of the Residential Historic Districts Design Guidelines and the Commercial Historic Districts Design Guidelines in 1986, the City of Lynchburg has established three new historic districts: Court House Hill, Rivermont, and Pierce Street Renaissance. Boundaries for both the Lower Basin Historic District and the Court House Hill Historic District have been expanded since 1986 and five single-buildings districts have also been established. The districts more recently established include resources that differ from those in the earlier districts in dates of construction, historical associations and architectural styles. The current design guidelines documents do not include discussions or recommendations with regard to the resources located within these new districts.

In addition to an increase in the number of locally designated districts and properties since 1986, the City of Lynchburg's Historic Preservation Commission is regularly presented with requests for use by property owners of new substitute materials for roofing, siding, windows, and flooring, among others. The 1986 guidelines documents do not include discussions, evaluations or recommendations about the use of new materials. Commission members recognize that a lack of guidance information about these materials leads to decisions that are not unanimous and undermines their professional authority and may lead to more regular or frequent use of appeals on the part of property owners.

Since 1986, the City has also adopted a new Downtown Plan, a sign ordinance, and is developing a landscape ordinance, all of which will have an impact on the City's historic districts. The current design guidelines documents do not include discussions, evaluations or recommendations with regard to signs or landscapes or other elements associated with the Downtown Plan.

Finally, the Historic Preservation Commission finds the existing design guidelines documents to be too vague, with too little detail in their explanations and with too few examples cited in the explanatory discussions to be useful.

In February 2006, DHR and the City determined to enter into an agreement to share the cost of conducting a project to update the City's design guidelines documents. Given that the City's Programmatic Agreement with DHR requires the Historic Preservation Commission to make

“determinations of effect” for properties potentially eligible for historic designation based on its design guidelines according to 36 CFR Part 800 of the National Historic Preservation Act; given that the City’s Comprehensive Plan requires that conformance with the design guidelines is mandatory in locally designated historic districts; and, given that the City’s status as a Certified Local Government requires that the Historic Preservation Commission base its decisions on its design guidelines, it is the mutual hope and expectation of the City and DHR that the completion of updated, revised, and expanded design guidelines will provide the Historic Preservation Commission with new information with which to evaluate proposals coming to it from all of the City’s historic districts and to insure that the design guidelines can be used effectively to inform and address other City actions and planning efforts.

All administrative functions of this project will be the responsibility of DHR, including securing professional services to accomplish the work, and management of the project to ensure a product that shall meet the needs and requirements of both the City of Lynchburg and DHR and that is delivered in a timely manner.

III. STATEMENT OF NEEDS:

The contractor shall provide all labor and materials to produce updated, revised, and expanded versions of the Residential Historic Districts Design Guidelines and the Commercial Historic Districts Design Guidelines for the City. **Offerors responding to this RFP may submit a proposal to address one or both of the design guidelines documents; proposals must make clear whether one or both design guidelines are being considered, and if one, which design guidelines document will be addressed.**

The contractor shall conduct any necessary field investigations and/or site visits in the City’s existing historic districts and shall review all existing materials and documentation on those districts and their resources. The contractor shall be expected to study the current zoning for the historic districts, to trace their development patterns, to analyze the architectural character within each of the City’s historic districts covered by the design guidelines, and to note examples of rehabilitations within the districts that updated, revised and expanded design guidelines would have improved or avoided. The design guidelines shall be tailored to the special conditions with each district. The City shall provide city base maps, existing copies of the design review guidelines documents and other pertinent City planning documents or plans, as well as National Register of Historic Places nominations for the districts to assist the contractor’s studies.

The contractor shall provide all new graphics, drawings, photographs and written discussions for the updated, revised, and expanded design guidelines documents. The contractor will produce the new guidelines documents in a computerized and digitized color version for inclusion on the City’s website.

The guidelines documents shall be consistent with the *Secretary of the Interior’s Standards for the Treatment of Historic Properties*, established by the National Park Service.

The contractor shall conduct a kick-off meeting, which may be combined with, or be in addition

to, the first project meeting, with City staff and Historic Preservation Commission members and with DHR staff to review the scope of work for the project and to solicit comments from them about their needs and expectations for the guidelines documents.

The contractor shall develop a storyboard/graphics list and a table of contents for each of the guidelines documents and shall submit them to the City and to DHR for review and comment. The new guidelines documents shall include:

- A new or revised cover
- An introduction or general overview
- A written discussion of historic development in the City
- A written discussion of the architectural character of the historic districts
- A written discussion of architectural styles within the historic districts
- Identification of sub-areas with district maps, based on City provided base maps
- A written text for each chapter or section of the guidelines document; i.e. alterations, new construction, demolition, etc.
- A written discussion of the city's design review process
- A glossary of architectural terms
- A bibliography or list of resources useful for the Historic Preservation Commission's work

The contractor shall also select the style of, and design for, the graphics and/or shall scan/transfer graphics, as required; and shall select and format photographs or other illustrations and sketches for each chapter or section of the guidelines documents; and shall provide captions for each illustration or graphic. The contractor will also produce CAD (Computer Aided Drafting) illustrations for each chapter or section of the guidelines.

The contractor will lay out the chapters or sections of each document with photographs and/or other graphics and shall print each guidelines document out as a draft, and after proofreading and correcting them, shall submit the draft guidelines documents to the City and DHR for review and comment.

Following review of the draft guidelines documents by the City and DHR, the contractor shall make changes to the documents as directed. When the documents are in final, camera-ready format, the contractor shall make a presentation of the guidelines to the City, and provide a hard copy and a digital copy of the documents to the City and to DHR.

Historic Districts to be included are:

- Courthouse House Hill Historic District (approximately 35 buildings - both residential and commercial)
- Daniel's Hill Historic District (approximately 100 contributing buildings - residential)
- Diamond Hill Historic District (approximately 130 contributing buildings – primary and secondary resources, residential)
- Federal Hill Historic District (approximately 90 contributing buildings - primary and

- secondary resources, residential)
- Garland Hill Historic District (approximately 85 contributing buildings – primary and secondary, residential)
- Pierce Street Renaissance Historic District (approximately 20 buildings - residential)
- Rivermont Historic District (approximately 300 primary resources and numerous secondary resources - residential)
- Courthouse Hill/Downtown Historic District (approximately 135 contributing buildings - commercial and residential; Downtown is not yet locally designated)

A. **PRODUCTS**

The contractor shall produce the following products as a result of this project:

- Camera-ready documents that update, revise and expand the City of Lynchburg's Residential Historic Districts Design Guidelines and the Commercial Historic Districts Design Guidelines (the offeror may propose producing one, or both, as noted above);
- Digital versions of these documents that can be placed on the City's website

B. **SCHEDULE** (see also the Schedule Overview, attached)

The contractor must attend a **training and orientation meeting** at DHR headquarters in Richmond prior to the first project meeting with DHR and City staff, which is to be held by **Friday, July 28, 2006**, to discuss the project with DHR staff. This meeting is in addition to the first project meeting, and shall be held before the first project meeting; the contractor shall contact DHR's DSS Manager and Cost Share Coordinator to set up the meeting. Training and information on the use of the DHR DSS database system shall be provided at the training and orientation meeting, to allow the contractor to use this system's search and sorting capabilities in preparation of the design guidelines. At this time the contractor may make copies of all materials relevant to this project that are on file in DHR's Archives (copies are free of charge, and are to be provided to the City at the end of the project).

The contractor must attend the **first project meeting** with DHR's Capital Region Preservation Office staff, City staff, and Historic Preservation Commission members, no later than **Friday, July 28, 2006**, to discuss the project, unless another arrangement is made with the City and with DHR. This meeting will present the opportunity to review the scope of work for the project and to solicit comments from City staff and Commission members about their needs for the guidelines documents.

The contractor shall conduct the **project kick-off meeting**, with City staff and Historic Preservation Commission members and with DHR staff, by **Friday, July 28, 2006** to review the scope of work for the project and to solicit comments from them about their needs and expectations for the guidelines documents. At the discretion of the City, DHR, and the contractor, this meeting may be combined with first project meeting described above.

By **Friday, October 6, 2006**, the project must be **twenty-five percent (25%) complete**. Evidence of the status of completion shall be provided to the City and to DHR by submission of an outline of information gathered to date through field investigations and/or site visits in the City's existing historic districts, study of current zoning for the historic districts and their development patterns and architectural character, and a sample of materials being developed for the guidelines (written discussions, graphics, glossary, etc.).

By **Friday, December 22, 2006**, the project must be **fifty percent (50%) complete**. Evidence of the status of completion shall be provided to the City and to DHR by submission of a draft storyboard/graphics list and a table of contents for each of the guidelines documents to the City and DHR for review and comment. By this date, the contractor shall have the **second project meeting** with City officials and DHR staff to discuss the progress of the project.

By **Friday, March 9, 2007** the project must be **seventy-five percent (75%) complete**. Evidence of the status of completion shall be provided to the City and to DHR by submission to the City and to DHR for review and comment, of a draft layout of the chapters or sections of each document with photographs and/or other graphics, submitted after the contractor has performed thorough proofreading and correction on all materials.

All final products must be received by the City and by DHR no later than close of business on **Friday, May 18, 2007**, unless an alternative agreement has been negotiated with DHR. Final products shall include revisions resulting from review and comment made by the City and DHR on draft materials submitted by the contractor to the City and DHR as detailed above. By this date, the contractor shall meet with City staff and officials and make a **presentation of the guidelines** to the City, and provide a hard copy and a digital copy of the documents to the City and to DHR.

During the period beginning **Monday, May 21, 2007** to the close of the contract, final products and payments shall be processed by DHR.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One original, so marked, and five (5) copies of each proposal must be submitted to the DHR. The offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. The proposal shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. The proposal shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis must be placed on completeness and clarity of content.
 - c. Each copy of the proposal must be bound or contained in a single volume where practical. All documentation submitted with the proposal must be contained in that single volume.
 - d. Ownership of all data, materials and documentation originated and prepared for DHR pursuant to the RFP shall belong exclusively to DHR and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342 of the *Virginia Public Procurement Act* prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the DHR. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The DHR will schedule the time and location of these presentations. Oral presentations are an option of the DHR and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposal must be as thorough and detailed as possible so that the DHR may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of the RFP cover sheet, pricing schedule and addenda, if any, signed and filled out as required. **(This constitutes the State form).**
2. The format of each proposal must contain the following elements organized into separate chapters and sections, as the offeror may deem appropriate:

- a. **Approach and Workplan:** The proposal must address, in depth, the offeror's plan to meet the requirements of each of the tasks and activities outlined in the Statement of Needs of this RFP. The workplan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The workplan also must include a task-by-task schedule of the time required to complete the project. Workplan steps should be supported by the proposed hours the offeror agrees to commit to the project.
- b. **Management Plan and Timetable:** The offeror must present a plan that clearly explains how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

This section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed workplan.

- c. **Project Team Qualifications and Experience:** This section must include the qualifications of the staff the offeror will assign to this project once selected. At a minimum, the proposal shall:
 1. Designate a Project Manager.
 2. Include the organization, functional discipline, and responsibilities of project team members.
 3. Provide a complete resume or description of each team member's education, professional experience, length of time employed by the offeror and/or a subofferor.
 4. Personnel named in the proposal shall remain assigned to the project

throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the DHR.

5. The offeror shall clearly state if it is proposing to subcontract any of the work herein. Names of subofferors are to be provided and by proposing such firm(s) or individuals, the offeror assumes full liability for the subofferor's performance.
- d. Firm Experience and Capabilities/References: The purpose of this section is to provide an overview of the offeror's company, plus the offeror's commitment to the services set forth in this RFP.
1. Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
 2. Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
 3. The offeror must specify, in a similar manner with references, etc., the qualifications of any subofferors to be used in this proposed project.
 4. Include a list or describe representative clients served, both nationally and by the local office focusing on clients similar in size and complexity to the City.
 5. Provide the current name, address and telephone number of at least three (3) specific references the company has served either currently or in the past two years; preferably those where one or more members of the project team provided the same or similar services as requested herein.

Each reference should indicate the scope of services provided to each referenced client.

- e. Proposed price.

V. EVALUATION AND AWARD CRITERIA:

- A. Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting a proposal on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been

conducted with each offeror so selected, the agency shall select the offeror, which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The DHR may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359, *Code of Virginia*.) Should the DHR determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror's proposal as negotiated.

To ensure that all the work is accomplished within the specified time frames, the DHR reserves the right to limit the number of contracts under DHR-sponsored documentation and planning cost share agreements to no more than two awarded to any one vendor for the same contract period.

B. Evaluation Criteria: Proposals will be evaluated by the DHR using the following criteria:

CRITERIA	POINT VALUE
A. Approach and Workplan	25
B. Management Plan and Timetable	15
C. Project Team qualification and experience	25
D. Firm experience and capabilities/ References	10
E. Cost	25

VI. GENERAL TERMS AND CONDITIONS:

A. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offers must register in eVA; failure to register will result in the proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA

Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding;

2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

- B. VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- C. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- D. ANTI-DISCRIMINATION:** By submitting a proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for

employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- a. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- E. **ETHICS IN PUBLIC CONTRACTING:** By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a proposal, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.
- G. **DEBARMENT STATUS:** By submitting a proposal, the offerors certify that they are not currently debarred from submitting offers on contracts by the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the Commonwealth of Virginia.
- H. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the Commonwealth all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- I. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**

Request for Proposal: Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

J. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revision to the solicitation will be made only by addendum issued by the buyer.

K. PAYMENT:

1. TO PRIME CONTRACTOR:

- a.** Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships and corporations).
- b.** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c.** All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- b.** The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2. TO SUBCONTRACTORS:

A contractor awarded a contract under this solicitation is hereby obligated:

- a.** To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth of Virginia for the proportionate share of the payment received for work performed by the subcontractor(s) under the

contract; or

- b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- c. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

Q. DEFAULT: In the case of failure to delivery goods or services in accordance with the contract terms and conditions, the Commonwealth of Virginia, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any

resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth of Virginia may have.

- R. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- S. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	
	\$1,750,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <u>Code of Virginia</u> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

VII. SPECIAL TERMS AND CONDITIONS:

- A. AUDIT:** The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.
- B. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- C. BID ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect

until an award is made or the solicitation is canceled.

- D. CANCELLATION OF CONTRACT:** The Commonwealth of Virginia reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____ Name of offeror	_____ Due Date	_____ Time
_____ Street/Box No.	_____ IFB No./RFP No.	
_____ City, State, Zip Code	_____ IFB/RFP Title	
_____ Name of Contract/Purchase Officer or Buyer		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designed location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- F. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the agency with the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- G. INVENTIONS AND COPYRIGHTS:** The contractor is prohibited from copyrighting any papers, interim reports, forms, or other material and/or obtaining patents on any invention resulting from its/his performance under this agreement, except upon the written direction of the Commonwealth of Virginia. The copyright or patent shall belong to the Commonwealth of Virginia.
- H. FREEDOM OF INFORMATION ACT:** Ownership of all data, material and documentation originated and prepared for the State is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary

information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

I. DRUG FREE WORKPLACE:

Each of the following acts is prohibited by the contractor or his/her employees performing service under the terms of a contract resulting from this solicitation.

1. unlawful or unauthorized manufacture, distribution, dispensing, possession or use of alcohol or other drugs at the workplace.
2. impairment or incapacitation in the workplace from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

By submitting a proposal, offerors certify that they understand these prohibitions, and if awarded a contract as the result of this solicitation, they will comply. They also understand that a violation of these prohibitions is a breach of contract and can result in default action.

J. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. If such SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

K. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

VIII. METHOD OF PAYMENT:

A. SUBMISSION OF INVOICES TO DHR: The contractor shall submit invoices for the work performed according to the schedule outlined in section III. B., above. Invoices shall be sent to the appropriate DHR Regional Preservation Office, AND to:

Susan Smead
Cost Share Program Coordinator
Architectural Historian, Capital Region Office
Virginia Department of Historic Resources
2801 Kensington Avenue
Richmond, VA 23221
Phone: 804-367-2323, ext. 107
E-mail: Susan.Smead@dhr.virginia.gov

Electronic submissions are acceptable.

An invoice shall be provided at each of the following stages of the project (see due dates in schedule, section III. B., above):

1. When the project has met the twenty five percent (25%) completion point;
2. When the project has met the fifty percent (50%) completion point;
3. When the project has met the seventy-five percent (75%) completion point;
4. When all final materials have been provided by the contractor to the City and to DHR.

B. PROGRESS REPORTS: Each invoice shall be accompanied by a progress report. Electronic submissions are acceptable.

The progress report shall:

1. List all tasks and deliverables required by the project;
2. State the percentage completed as of the date of the invoice;
3. Include an itemization of required services and products completed for that stage of the project;
4. Reflect submission of materials for review to DHR, and to the City as required, as noted in section III. B., above, with an itemization of materials submitted and date of submittal.

C. PAYMENT: Payment on each invoice will be made by DHR within 30 days following receipt of each invoice, contingent upon acceptance of the services performed and acceptance of the required products for the period covered by the invoice. Failure to submit the invoice to the correct location, or to submit a complete progress report with the invoice, may result in delayed payment

IX. PRICING SCHEDULE:

Total project price to include all mileage, phone, lodging, meals, copying, photography, etc. to provide services as described:

Lump Sum Price: \$ _____

X. ATTACHMENTS

- A. Contractor Data Sheet**
- B. Schedule Overview**
- C. Map of Lynchburg's Historic Districts**

ATTACHMENT A

CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service. _____ years _____ months.
3. REFERENCES: Indicate below a listing of at least three (3) recent references for whom you have provided historic preservation related work. Include the date service was furnished and the name, address and phone number of the person the purchasing office has your permission to contact.

CLIENT	ADDRESS	DATE OF SERVICE	PERSON TO CONTACT & PHONE NO.
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ATTACHMENT B

SCHEDULE OVERVIEW

(See also section III.B. above)

Monday, April 10, 2006	RFP issued.
Friday, May 5, 2006	Deadline at 11:00 AM for receipt of proposals in DHR's Administrative Services Division Office, 10 Courthouse Avenue, Petersburg, VA 23803.
Friday, July 28, 2006	First project meeting with City, DHR, and contractor, and kick-off meeting with City, Historic Preservation Commission members, and DHR to be held by this date (location to be determined). Also, orientation and training meeting with DHR to be by this date, and to be held before the first project meeting and kick-off meeting.
Friday, October 6, 2006	Project to be twenty-five percent (25%) complete by this date.
Friday, December 22, 2006	Second project meeting with contractor, DHR, and City to be held by this date (location to be determined). Project to be fifty percent (50%) complete by this date.
Friday, March 9, 2007	Project to be seventy-five percent (75%) complete by this date; all draft materials to be provided to the City and to DHR for review by this date.
Friday, May 18, 2007	All complete final materials due to the City and to DHR by this date. Meeting with the City, at which the contractor shall make a presentation of the guidelines , to be held by this date.